

COLLECTIVE AGREEMENT

BETWEEN

MARIANHILL

PEMBROKE, ONTARIO

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 4000-15



April 1, 2022 - March 31, 2024

sp:cope491

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ARTICLE 1 – PREAMBLE

1:01 - Preamble

The general purpose of this Collective Agreement is to establish mutually satisfactory employment relations between the Employer and the Union covered by this Agreement. It provides for a means of ongoing communication, the means for prompt settlement of grievances, negotiations and for final settlement of disputes which may relate to salaries, hours of work and other conditions of employment. The parties agree to abide by the appropriate legislation as it impacts on them.

1:02 - Definitions

The following definitions shall be applied to this Agreement:

- a) The word "employee" or "employees" wherever used in this Agreement shall mean only the employee in the bargaining unit defined in Article 3:01 unless the context otherwise provides.
- b) "Supervisor" or "Immediate Supervisor", when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- c) A full-time employee is an employee hired to work the full normal work schedule.
- d) A regular part-time employee is an employee hired to work on a regular basis less than fifty-two and one-half (52½) hours per pay period and for whom there is a predetermined work schedule and who has made a commitment to Marianhill to be available for work.
- e) A relief part-time employee is one who is employed on a relief or replacement basis, does not form part of the scheduled rotation as stipulated in this agreement, and is available for call-ins as circumstances demand. If a relief part-time employee was offered shifts by the Employer and does not work for a period of three (3) months, the employer has the right to terminate their employment. Such termination shall not be the subject of a grievance or arbitration.
- f) Short-term unpaid leave (21:08 a) will be defined as under thirty (30) calendar days.
- g) Long-term unpaid leave (21:08 b) will be defined as thirty (30) calendar days or more.
- h) For scheduling purposes:
 - i) Day: means calendar days
 - ii) Week: means Monday 07:00 hrs. to Monday 06:59 hrs.
 - iii) Year: means calendar year
 - iv) Month: means calendar months
 - v) Weekend: means Friday 23:00 hrs. to Monday 07:00 hrs.
- i) A temporary employee is one who is hired for a specific term to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, pregnancy or parental/adoptive leave, Christmas vacations and to relieve during the prime time vacation period, i.e. mid-June to mid-September. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstance giving rise to the vacancy, and the conditions relating to such employment.

Such vacancy, for temporary full-time, will be posted in accordance with article 14:01 to permit employees the opportunity of filling such vacancy. Should an employee be the successful applicant, they shall be returned to their former position at the end of the term.

- j) A registered nurse is a nurse who holds a general certificate of registration with the College of Nurses of Ontario in accordance with the Nursing Act.
- k) Temporary registration class is for individuals who have met all the requirements for the general class of registration with the College of Nurses of Ontario as a registered nurse and need only to pass the national registration examination to obtain general class registration. Employees hired with a temporary registration must obtain their general certificate prior to the completion of their probationary period. Failure to do so will result in termination of employment and will not be subject to the grievance process.
- l) Job sharing is defined as an arrangement whereby two employees share the hours of work. Job sharing is voluntary, and one employee of the job share must be the permanent incumbent of the position.
- m) Whenever the singular, masculine or feminine is used in the Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 2 - MANAGEMENT RIGHTS

2:01 -

The Union recognizes that the Employer has the regular and customary rights of management, except insofar as such rights are modified or limited by this Agreement. The question of whether one of these rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure. The Union agrees that the regular and customary rights of Management generally include the right:

- a) to maintain order, discipline, and efficiency and to establish, revise from time to time, and enforce reasonable rules and regulations to be observed by the employees (these rules and regulations must be consistent with the provisions of the Collective Agreement and such rules shall be posted by the Employer on the bulletin board of each department and a copy sent to the Union).
- b) to hire, discharge, direct, transfer, classify, promote, demote, suspend, or discipline its employees for just cause and to increase or decrease work force.

ARTICLE 3 – RECOGNITION

3:01 -

The Employer recognizes the Canadian Union of Public Employees and its Local 4000-15 as the bargaining agent of all Registered Nurses employed by Marianhill Inc. save and except Coordinator/Unit Manager, persons above the rank of Coordinator/Unit Manager and employees

in bargaining units for whom any trade union held bargaining rights as of August 31, 1993.

ARTICLE 4 - NO OTHER AGREEMENT

No employee shall be required or permitted to make a written agreement with the Employer or their representative which conflicts with the terms of this Collective Agreement.

ARTICLE 5 - WORK OF THE BARGAINING UNIT

5:01 -

Employees whose jobs are not in the bargaining unit shall not work in any other jobs which are included in the bargaining unit, except for the purpose of instruction, assessment, in emergencies or when regular employees are not available and provided that the performing of the above mentioned operations, in itself, does not cause the lay-off or a reduction in the regular hours of work of any employee in the bargaining unit. The employer and the union agree to meet as required to discuss alternatives if any, to downsizing.

ARTICLE 6 - NO DISCRIMINATION

6:01 - No Discrimination

The parties agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised by either party with respect to any employee on the grounds of race, ancestry, creed, colour, place of origin, ethnic origin, citizenship, sex, same-sex partnership status, sexual orientation, marital status, family status, age, handicap, political or religious affiliation nor by reason of their membership or non-membership or activity in the Union or any other factor which is not pertinent to the employment relationship.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7:01 - Check-Off Payments

The Employer shall deduct from every employee any monthly dues, in accordance with the Union constitution and/or by-laws and owing by them to the Union.

7:02 -

- a) Deductions shall be forwarded to the National Secretary/Treasurer not later than the 15th day of the following month, accompanied by a list of names of the employees from whose wages the deductions have been made.
- b) The Employer shall provide each employee with a statement of income and deductions for income tax purposes, which shall include the deductions for union dues.
- c) The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability that the Employer might incur as a result of such deduction and remittance.

ARTICLE 8 – ORIENTATION

8:01 - New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

8:02 - Copies of Agreement

- a) The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and their rights and obligations under it. For this reason it is agreed that a sufficient number of copies will be printed to allow each employee and Management representative to have their own copy.
- b) The Employer and the Union will equally share the cost of printing the Collective Agreement.

8:03 - Union Familiarization

A new employee will have the opportunity to meet with their Union Steward or Officer for fifteen (15) minutes during working hours in the first month of employment, without loss of remuneration.

ARTICLE 9 – CORRESPONDENCE

9:01 -

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Executive Officer of Marianhill or their designate and the President of the Union or their designate.

ARTICLE 10 - LABOUR MANAGEMENT RELATIONS

10:01 - Representation

The Union shall notify the Employer in writing of the names of the Union's officers, stewards and committee members who are chosen in accordance with this Agreement, and they shall thereupon be recognized by the Employer as the representatives of the union. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the union may be required to transact business.

10:02 - Bargaining Committee

- a) A Union Bargaining Committee shall be appointed and consist of not more than two (2) members of the Union. The Employer shall not be obliged to maintain the wages of more than two (2) employees. The union will advise the Employer of the union nominees to the committee and the two (2) members who are to be paid. Payment will not include overtime and will be only for time spent related to the bargaining process.
- b) An Employer bargaining committee shall be appointed and consist of not more than three (3) representatives of the Employer. The employer will advise the Union of the Employer nominees to the committee.

10:03 - Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when meeting with the Employer. Such representatives shall, subject to prior arrangement with the Chief Executive Officer, have access to the Employer's premises at any time in order to investigate and assist in the settlement of grievances.

10:04 - Labour Management Committee

A Labour-Management Committee shall be established consisting of appropriate numbers of representatives of the Union and the Employer. The Union will be permitted to have a maximum of four (4) representatives on this committee. The Labour-Management committee shall not have the jurisdiction to consider matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement. The committee shall meet as required at a mutually agreeable time and place. A request for a meeting will be made in writing prior to the date proposed and will be accompanied by an agenda of matters proposed to be discussed. Employees shall not suffer any loss of pay for time spent with this committee under the same conditions as outlined in paragraph 10.2 a).

An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting and distributed to all members of the committee.

ARTICLE 11 - GRIEVANCE/ARBITRATION PROCEDURE

11:01 - Time Off for a Meeting

Any grievor(s) or representative(s) of the Union Grievance Committee who is in the employ of the Employer shall have the right to attend grievance meetings with the Employer within working hours. Such attendance shall be without loss of regular remuneration, and in the case of part-time employees, shall not result in a rescheduling of hours.

11:02 - Facilities for Grievances

The Employer shall provide the necessary facilities for the grievance meetings provided for in clause 11:01 above.

11:03 - Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect up to a total of three (3) stewards. One steward shall be appointed as Chief Steward. In the absence of a steward from the department, the Chief Steward shall act as the department's steward. Only the Steward of the department shall be granted leave (as provided for in article 11:05) to attend grievance hearings. The Chief Steward or their designate shall be allowed leave (as provided for in article 11:05) to assist the departmental steward at Step Two (2) of the grievance procedure.

11:04 - Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the name of the

Chief Steward before the Employer shall be required to recognize them.

11:05- Grievance Committee

The Grievance Committee shall consist of two (2) representatives of the Union, one of which may be the President. The union acknowledges that stewards have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining permission from their immediate supervisor who will be advised of the type of Union business to be performed during the requested absence. Such permission shall be granted by the Supervisor. When resuming their regular duties after engaging in duties on behalf of the Union, stewards will report to their Supervisor immediately upon their return. Any Union representative who is privileged by this Agreement to take up Union business on a floor other than their own will also report to the Supervisor in charge of that floor at the time.

11:06 - Definition of a Grievance

A grievance shall be in writing and shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fifteen (15) calendar days before the filing of the grievance.

11:07 - Settling of Grievances

Nothing herein shall prevent an individual employee from discussing a complaint with their immediate Supervisor or Department Head. The aggrieved employee(s) shall submit the grievance to their steward. An earnest effort shall be made to process and settle grievances fairly and promptly in the following manner:

Step 1

If the steward considers the grievance to be justified, the employee(s) concerned, together with the Steward, shall first seek to settle the dispute with the employee's Department Head or designate by presenting a written statement of the grievance within fifteen (15) calendar days of the date the circumstances giving rise to the matter occurred.

Step 2

Failing a satisfactory decision and settlement of the matter within seven (7) calendar days after the matter was presented at Step 1, the employee(s) concerned, with the Chief Steward may within seven (7) further calendar days, submit the grievance to the Chief Executive Officer of the Home or their designate and at the same time advise the Chief Executive Officer of the redress sought. The Chief Executive Officer of the Home or their designate shall render a decision in writing within seven (7) calendar days after receipt of the grievance.

Step 3

Failing satisfactory settlement being reached in Step 2, the parties within twenty-one (21) calendar days agree to submit the grievance(s) to a Mediation Officer.

Step 4

Failing satisfactory settlement being reached in Step 3, the Union may refer the matter to

arbitration in accordance with the provisions of Article 11:07 providing such is done within thirty (30) calendar days from the date the Employer's answer in Step 2 is made.

11:08 - Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2, by the Local Union President or designate, within fifteen (15) calendar days following the circumstances giving rise to the complaint or grievance.

11:09 - Composition of Board of Arbitration

When the Union requests that a grievance be submitted to arbitration, the request shall be made in writing (e.g. email) addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) nominees shall then meet to select a Chairperson. The parties may, by mutual agreement, appoint a sole arbitrator.

11:10- Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) nominees fail to agree upon a Chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

11:11- Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance or a discipline grievance by any arrangement that it deems just and equitable.

11:12- Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of arbitration to reconvene the Board to clarify the decision, which they shall attempt to do within (5) days.

11:13 - Expenses of the Board

Each party shall pay:

- 1) fees and expenses of the nominee it appoints;
- 2) one-half (½) of the fees and expenses of the Chairperson.

11:14 - Time Limits

The time limits fixed in both the grievance and arbitration procedures may only be extended by written consent of both parties to this Agreement.

11:15 - Witness

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions that may be relevant to the settlement of the grievance. Such witnesses shall suffer no loss of pay, benefits or seniority; provided that the Employer shall not be obliged to maintain the wages of more than three employees called as witnesses by the Union at any one hearing.

ARTICLE 12 - DISCHARGE AND DISCIPLINE

12:01 - Discharge Procedure

An employee who has completed the probationary period may be dismissed for just cause and upon the authority of the Employer. When the Employer has completed its investigation and decided to discipline an employee, they shall have a meeting with the employee in the presence of a Union Steward. The parties understand that the purpose for the attendance of the steward is to advise and support the employee. Such employee and the union shall be advised promptly in writing by the Employer of such discharge or suspension.

12:02 - May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11 - Grievance Procedure within seven (7) working days after such discharge or suspension. Step 1 of the grievance procedure shall be omitted in such cases.

12:03 - Unjust Suspension or Discharge

An employee who is found to have been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in the amount equal to their normal earnings or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

12:04 - Warning and Reprimands

Whenever the Employer or its representatives deems it necessary to issue verbal or written warnings, the employee shall be advised of their right to have a representative of the Union present. All warnings, verbal or otherwise, shall be given in private so as to protect the dignity of the employee. A copy of such warning shall be sent to the Union within seven (7) working days.

12:05 – Letter or Counsel

The Employer shall notify an employee in writing of dissatisfaction concerning their work within two (2) calendar weeks of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance that led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time. This Article shall be applicable to any complaint or accusation that may be detrimental to an employee's advancement or standing with the Employer. The

employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

12:06 - Disciplinary Records/Adverse Reports

The record of a full-time employee shall not be used after 12 months of the complaint or discipline. The record of a part-time employee shall not be used after 1950 hours or 18 months whichever comes first.

12:07 - Employer Investigations

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview.

ARTICLE 13 - SENIORITY

13:01 - Seniority Defined

- a) Seniority is defined as the length of continuous service with the Employer, retroactive to the last date of hire. An employee who has completed their probationary period, as set out in Article 13:03 below, shall have their name placed on the seniority list with seniority effective as of the last date of hire. Seniority will be calculated as the number of hours worked. Parental/maternity leave, WSIB and vacation are considered hours worked for seniority as per legislation.
- b) Part-time employees will accumulate seniority on the number of hours worked, and on paid leave of absence. Part-time employees will have equivalent of one (1) year's service for each 1,617 hours worked for the purpose of wage progression.
- c) The principle of seniority shall operate on a bargaining-unit-wide basis. When an employee transfers from the part-time service to the full-time service and vice versa, their seniority shall carry forth to the new position. An employee who transfers from a part-time service to a full-time service shall have the equivalent of one (1) year service for each 1950 hours paid and they shall be placed on the seniority list accordingly.
- d) An employee on Workplace Safety and Insurance benefits shall continue to accumulate seniority for a maximum of twelve (12) months, and shall retain their seniority thereafter, without further accumulation. Calculation of seniority for part-time employees shall be on the basis of the average of time worked per week using the preceding six (6) months of work record before the accident.

13:02 - Seniority List

The Employer shall maintain a seniority list showing the date upon which the service of each employee, who has completed their probationary period, commenced. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January, April, July, and October of each year

13:03 - Probation of Newly Hired Employees

- a) Newly hired employees shall be on a probationary basis for a period of:
 - i) 450 worked hours or six (6) months, whichever comes first, for part-time and relief part-

time employees;

- ii) 3 months for full-time employees from the date of hire;

During the probationary period employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge,

13:04 - Loss of Seniority

An employee shall lose seniority rights in the event:

- a) they are discharged for just cause and are not reinstated;
- b) they resigns;
- c) they are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer;
- d) they fail to return to work within fourteen (14) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e) they are laid off for a period of more than twenty-four (24) months;
- f) they overstays a leave of absence without permission of the Employer, unless for just cause;
- g) if an employee retires
- h) they do-not work for the company for a period of twenty-four (24) months unless legislation or collective agreement dictates otherwise.
- i) following twelve (12) months after the end of a temporary contract.

13:05 - Transfers and Seniority Outside of the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit. Upon completion of a six (6) month period, their seniority will become null and void in the bargaining unit. If such an employee returns to the bargaining unit within six (6) months, they shall be credited for their seniority while in a position outside the bargaining unit and they shall be placed in their former position. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

13:06 - Related Clinical Experience

- a) Claim for recent related clinical experience, if any, shall be made in writing by the nurse at the time of hiring. The nurse shall co-operate with the Employer by providing verification of previous experience so that their recent related clinical experience may be determined and evaluated during their probationary period. Having established the recent related clinical experience, the Employer will credit a new nurse with one annual service increment for each year of experience (calculated pursuant to the formula set out in Article 13:01) up to the maximum of the top of the grid. If a period of more than two (2) years has elapsed since the

nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.

- b) The salary grid adjustment shall be effective and implemented as of the date of hire.
- c) If the parties are unable to agree to the number of increments to be paid, if any, such dispute may be submitted to the grievance/arbitration procedure.

ARTICLE 14 – VACANCIES, TRANSFERS AND PROMOTIONS

14:01 - Job Posting

When a vacancy occurs and is one in which the Employer wishes to fill or a new position is created in the bargaining unit, the Employer will post notice of the position on the bulletin board for a period of ten (10) calendar days so that all members will know about the position and be able to make written application therefore.

14:02 - Information on Postings

Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage, or salary rate range. These qualifications shall not be established in a discriminatory manner.

14:03 - Role of Seniority

Each party recognizes:

- a) The principle of promotion within the service of the Employer.
- b) That job opportunity should increase in proportion to length of service.
- c) The Employer may fill a vacant full-time position with a part-time employee for a period not to exceed five (5) weeks while they seek a suitable permanent appointment to fill the vacant position.

14:04 -

Therefore, in making staff changes, transfers, or promotions to a position which has been posted, appointment shall be made of the applicant having the required qualifications but where two or more applicants have the required qualifications, the appointment shall be given to the one such applicant who has the greatest seniority. Appointments from within the bargaining unit shall be made within three (3) weeks of posting unless a further extension is mutually agreed.

14:05 -

Wherever an employee voluntarily transfers to another classification in the bargaining unit that has a wage rate equivalent to, or lower than the wage rate of their former classification, they shall carry their service progression as earned in former classification for the purpose of placement on the wage range of the new classification. Whenever an employee is promoted to a classification that has a wage rate higher than their former classification, they shall receive the rate on the range of the new classification next higher than the amount received in the former classification. Service progression shall be counted from the date of promotion.

14:06 - Union Notification

- a) The Union shall be notified in writing of all job postings and vacancies and the name of the employee who has created the vacancy. The Union shall be notified of any new job positions by having a labour management meeting one week in advance of posting any new job positions. The Union shall be notified of all successful appointees to the vacancies, job postings and new positions. These conditions apply for all positions within the bargaining unit.
- b) The Employer shall post on the bulletin board the name of the successful applicant to the job posting within ten (10) working days.

14:07 – Successful Applicant

When a member of the bargaining unit is the successful applicant, they shall be notified within one (1) week of their selection. They shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent in the posted position after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage, or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority.

ARTICLE 15 - LAYOFFS AND RECALLS

15:01 - Definition of a Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

15:02 - Notice of Layoff

In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall provide the Union and the affected employee with not less than 8 weeks written notice of the proposed layoff or elimination of position.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

15:03 - The Role of Seniority in Layoffs and Recall

Both Parties recognize that job security shall increase in proportion to the number of hours worked. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority.

An employee in receipt of notice of layoff may:

- a) accept the layoff; or

- b) opt to receive a separation allowance as outlined in the Employment Standards Act.
- c) opt to retire, if eligible under the terms of the pension plan; or
- d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice of layoff.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

15:04 - Recall

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

In determining the ability of an employee to perform the work for the purposes of the paragraph above, the employer shall not act in an arbitrary or unfair manner.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the Employer.

Employees on layoff shall be given preference for temporary vacancies that are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall when the employee is working elsewhere or is enrolled in a course and may instead remain on layoff.

No full-time employee within the bargaining unit shall be laid off by reason of their hours being assigned to one or more part-time employees.

Both parties recognize that job security shall increase in proportion to the number of hours worked. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority.

ARTICLE 16 - HOURS OF WORK

16:01 - Normal Daily Hours

- a) The normal daily hours of work for regular full-time employees, excluding thirty (30) minutes for meal period, shall be 7.5 hours per day. Mealtimes shall be allocated by the Employer within each 8-hour period.
- b) The RN receiving the responsibility allowance (16:08 b) shift shall have a paid meal period.
- c) Regular part-time employees' hours of work will be based on the predetermined schedule established by the Employer. Part-time employees will be guaranteed full-time equivalency for .7, .6, .5, .4, .3, or .2 as determined by the employer. Part-time employees are eligible for additional shifts up to full-time hours.
- d) Part-time employees will be called in rotation according to their seniority for all available extra hours.
- e) If an employee wishes to change the posted shift schedule, this request must be submitted in writing, signed by both employees and submitted to the Department Head or their designate, three (3) days prior to the requested shift change. The Department Head or their designate shall not unreasonably refuse such request. In any event, it is understood that such change shall not result in overtime compensation or payment, and also is understood that both employees voluntarily wish to switch the requested shift change. Shift changes allowed shall not exceed the number of weeks of the posted schedule. An employee will be required to work one of each posted shift.
- f) The schedule shall consist of a minimum of six (6) consecutive weeks and shall not be changed without forty-eight (48) hours' notice. Prior to altering a full-time employee's schedule, the employer will utilize a regular part-time employee to meet its staff requirement. Failing to give an employee forty-eight (48) hours' notice shall result in the employee being paid time and one-half (1 ½) for all hours worked or the shift that was cancelled, whichever is greater.
- g) Preference of shifts shall be given first to regular part-time employees.
- h) In the event an employee is required to work during their lunch, they shall be paid at the rate of time and one half or receive another meal period of thirty (30) minutes, at the Employer's choice.

16:02 - Normal Days of Work - Full-Time

The normal days of work for full-time employees shall be a total of ten (10) days per pay period and every employee may be required to work a shift schedule. Work schedules shall be posted, at least two (2) weeks in advance.

16:03 - No Split Shifts

No employee may be required to work a split shift.

16:04 - Weekends to Allow Equality of Distribution

For employees, weekends will be planned to allow equality of distribution where possible. Full-

time employees will be scheduled to allow for every second weekend off and part-time employees will not be required to work more than three (3) weekends in every six-week schedule.

16:05 - Call-In

If called into work after a shift has clearly begun, or if not given enough call-in time to report to work before the shift starts, the employee shall be paid for the full time worked plus one (1) hour, but not an amount exceeding 7.5 hours of pay.

16:06 - Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of a full shift, 7.5 hours. Rest periods shall be scheduled by the immediate supervisor. During paid rest periods employees must remain in the building.

16:07 - Job Sharing

The parties agree with the principle of job sharing. All job share arrangements shall be subject to the approval of the employer and the union and must be confirmed in writing to the employees prior to commencement of such an arrangement. If the Union and Marianhill agrees to such a request, the two employees, their Department Head and the Union shall sign a job sharing agreement.

16:08 - Premium

a) Shift Premium

Effective March 22, 2024, an employee shall be paid a shift premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked between 15:00 and 07:00 hours.

b) Responsibility Allowance

Effective April 1, 2008 and in addition to the above premium, an employee who is designated by the Employer to supervise on the evening shift, night shift, week-end day shift and stat holidays or when scheduled to cover for the unit manager(s) shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour.

Effective April 1, 2009 responsibility allowance will be increased to one dollar and fifty cents (\$1.50) per hour.

c) Weekend Premium

Effective March 22, 2024, a weekend premium of one dollar and eighty cents (\$1.80) shall be paid to employees for all hours worked between Friday at 23:00 hours to Monday at 07:00 hours.

d) Mentoring Premium

Employees asked by the employer to mentor newly graduated nurses shall be paid a premium of fifty (\$0.50) cents per hour.

16:09 - Rest Between Shifts

Full-time employees shall be provided sixteen (16) hours rest between shifts and any work performed within these rest periods shall be at overtime rates.

16:10 - Standard Day

- a) Should the Employer find a need to introduce a change from the standard day as of present practice January 5th, 1996, this information will be presented to the Union through a Labour Management meeting.
- b) The Employer agrees to notify the Union at least twenty-one (21) days prior to the implementation of such changes. Such notice would be given at the above labour management meeting prior to the twenty-one (21) days.
- c) The employer agrees to meet with the Union upon request to discuss scheduling.

ARTICLE 17 - OVERTIME

17:01 - Compensation Outside Scheduled Hours

Authorized work approved by the Employer and performed by the employee in excess of seven and one half (7.5) hours per day or seventy-five (75) hours per pay period for full-time employees shall be paid for at the rate of time and one-half (1½).

17:02 - Sharing of Overtime

Overtime and call-back time shall be assigned as equitably as possible among the employees who are willing and qualified to perform the available work.

17:03 - Call Back Pay Guarantee

An employee who is called back to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

17:04 - Standard Time Change

At the time of change from standard to daylight saving time or vice-versa the time change will take place at 02:00 a.m. Each shift will be paid for the time spent at work.

17.05 -

A full-time employee may bank one and one half (1 ½) hours of paid time for each hour of overtime worked and utilize these hours at a time agreed, prior to the posting of the work schedule, by the employee and their department head. The banked hours must be used within four (4) months; this period may be extended with the agreement of the employee and the department head.

All employees required to work four (4) hours or more of overtime during the hours when Dietary is functioning, will be provided with a meal by the Cook via tray service, at the supervisor's direction.

ARTICLE 18 – PAID HOLIDAYS

18:01 – Applies to Full-time Employees Only

a) The following shall be observed by the Employer as paid holidays for full-time employees:

New Year's Day	Civic Day
Family Day	Labour Day
Thanksgiving Day	Good Friday
Christmas Day	Easter Monday
Boxing Day	Victoria Day
Floating Day	Canada Day

Plus any other day proclaimed hereafter by the Federal or Provincial government shall be recognized as an additional holiday.

An employee may take the floating holiday at any time, subject to the approval of the Employer.

b) Pay for regularly scheduled work on a paid holiday

An employee who is not scheduled to work the above paid holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall be paid at a rate of time and one-half (1 ½) their regular wages for the day and the Employer shall give the employee a holiday on their first working day immediately following their next annual vacation or a working day agreed upon and pay them their regular wages for that day.

- c) If a paid holiday is observed on a full-time employee's scheduled day off and the employee does not work on that day, the employee shall be allowed another day off with pay at a mutually agreed time.
- d) An employee off on Workplace Safety and Insurance benefits will have their statutory holiday(s) scheduled on the actual holiday.

18:02 - Pay for Regularly Scheduled Work on a Paid Holiday

a) A part-time employee who is scheduled to work on any of the following days shall be paid at a rate of time and one-half (1½) their regular rate for each hour worked:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	Civic Holiday

(Effective October 4, 2022)

Plus any other day proclaimed hereafter by the Federal or Provincial government shall be recognized as an additional holiday.

b) A part-time employee who is entitled to the holidays named above shall receive pay in accordance with the Employment Standards Act (total hours worked in the four weeks before the work week in which the holiday occurred, divided by 20).

18:03 -

In order to qualify for any of the holidays mentioned above, an employee must have worked on their last scheduled work day immediately preceding and work the scheduled work day immediately following the holiday, unless the absence is due to an authorized leave of absence, or sick leave.

18:04 -

Full-time employees covered by this Agreement shall have either Christmas or New Year's Day off. Employees who are required to work either Christmas or New Years shall have four (4) consecutive days off which shall include December 24, 25 and 26 or December 31 and January 1. Wherever possible, this provision will apply to regular part-time employees.

ARTICLE 19 - ANNUAL VACATION

19:01 -

Annual vacations, with pay, are granted in recognition of continuous service so that employees may be free from regular duties of employment to enjoy a period of rest and relaxation. Vacation entitlement is based on calendar years of service for all staff.

19:02 -

a) Full-time employees are entitled to accrued vacation allowance for each year of service as follows:

- The first 3 years of service, three (3) weeks vacation.
- On completion of three (3) years, four (4) weeks vacation.
- On completion of fifteen (15) years, five (5) weeks vacation.
- On completion of twelve (12) years, five (5) weeks vacation. (Effective 2023)
- On completion of twenty (20) years, six (6) weeks vacation.

Full-time employees, to be eligible to receive consecutive vacation time off, must file an application with the Department head or their designate before March 31st. The Employer, while reserving the final right of approval of an employee's request for consecutive vacation time, must advise the employee prior to the May 1st posting.

b) Part-time employees are entitled to 6% for the first three (3) years of service, 8% on completion of three (3) years, 10% on completion of fifteen years (15), 12% on completion of twenty (20) years and over. Effective 2023, 10% on completion of twelve (12) years. Part-time employees, to be eligible to receive consecutive vacation time off, must file an application with the Department Head or their designate before March 31st. The Employer, while reserving the final right of approval of an employee's request for consecutive vacation time, must advise the employee prior to the May 1st posting.

c) Vacation preference shall be granted subject to the operational requirements of the home and subject to the employee's seniority. In order to ensure that as many employees as

possible be afforded an unbroken vacation period, first preference will be given to vacation requests of full blocks. Vacation days off are to be taken within the calendar year. Employees who are receiving Workplace Safety and Insurance benefits as of December 15th and have not used their full vacation entitlement shall be paid their vacation pay. The equivalent number of days off without pay may be taken in the following year.

- d) Part-time employees shall have the option to receive their vacation pay with the first pay day in December of each or at any other time during the year, provided that they notify the Employer two (2) weeks in advance.

19:03 - Compensation for Holiday Falling Within Vacation Schedule

If a paid holiday is observed during an employee's annual vacation period, they shall be allowed an extra day of paid vacation.

19:04 - Calculation of Vacation Pay

Employees shall receive their vacation pay prior to the beginning of their vacation period, provided that employees notify the pay office two (2) weeks before the start of their vacation period.

19:05 - Vacation Pay on Termination

An employee whose employment is terminated at a time when they have earned vacation to their credit shall be paid the unused portion of their vacation credits.

19:06 - Preference in Vacations

Preference for vacation periods shall be given to employees who submit a vacation request of full week blocks in accordance with the employee's seniority.

19:07 - Vacation Schedule

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless by agreement between the Employer and the affected employee.

19:08 - Unbroken Vacation Period

An employee shall be entitled to receive their annual vacation in an unbroken period unless otherwise agreed between the Employer and the employee. It is understood that an employee may not be allowed to take their vacation between December 20 and January 5 unless operational requirements permits such employee to take their vacation.

A maximum of four (4) weeks during prime time vacation period, i.e. mid-June to mid-September, shall be granted, except in circumstances where an extension of four (4) weeks does not conflict with vacation schedule of any other staff members.

ARTICLE 20 – SICK LEAVE

20:01 - Sick Leave Defined

Sick leave means the period of time a full-time employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or because of an accident for

which compensation is not payable under the Workplace Safety and Insurance Act.

20:02 - Annual Paid Sick Leave

Each regular full-time employee shall accumulate sick leave at the rate of one and one-half (1½) days per calendar month for each month worked to be available for use in case of absence because of personal illness. Paid vacation leave and paid sick leave shall be considered as time worked.

20:03 - Deduction from Sick Leave

Employees who are absent because of illness shall have the number of days absent deducted from their accumulated sick leave credit.

20:04 - Proof of Illness

An employee, full or part-time may be required to provide the Employer with a certificate from a medical practitioner for an illness in excess of three (3) consecutive working days, or at the discretion of the Employer at the cost of the Employer if payment for the certificate is required.

20:05 - Sick Leave During Leave of Absence

When an employee is given a leave of absence without pay for any reason, or is laid off on account of lack of work, they shall not continue to accumulate sick leave and shall not be entitled to receive pay for sickness for the period of such absence, but shall retain their accumulated credit, if any, existing at the time of such leave or lay-off.

20:06 - Sick Leave Records

Employees shall have access to their sick leave records electronically.

20:07 - Extension of Sick Leave

An employee who has exhausted their sick leave credits and requires an extension of their sick leave without pay may present an application of extension for sick leave to the Chief Executive Officer. Such leave shall be considered as an unpaid leave of absence during which time the employee is not entitled to accumulated benefits (Article 24), sick leave credits, paid holidays, or annual vacation subject to the same conditions described in Article 1:02, sub-articles f) and g).

20:08 – Workplace Safety and Insurance Board

If an employee is injured on the job and their supervisor excuses them from further duty for the balance of the shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deductions from sick leave or other credits.

An employee receiving Workplace Safety and Insurance benefits may draw upon accumulated sick leave credits up to the difference between Worker's Compensation and the employee's regular wage for a period of 24 months. For the first 18 months of such absence, the Employer will continue to pay the Employer contributions to the benefit Plan provided in this agreement. At the end of the 24-month period, the employee may elect to receive a pay-out of the remaining sick leave credits pursuant to Article 20:09.

20:09 – Notification to Employer

An employee who is unable to report for duty on their scheduled shift, shall notify the Employer of this fact with as much notice as possible before the start of their scheduled shift.

20:10 - Payment for Unused Sick Leave on Severance of Employment (only for full-time employee up to October 4, 2000).

a) Each full- time employee will have to choose one of the following options:

Option 1: The amount owing for payout; 50% of the banked sick leave to the maximum of 80 days converted to the dollar amount at the current salary and held for future use as sick leave or until termination for pay out.

Option 2: The amount owing for payout; 50% of the banked sick leave to the maximum of 80 days converted to the dollar amount at the current salary, half of this amount held for future use as sick leave or until termination for pay out. The other half to be paid to the employee over the next five years in equal payments.

b) Where a full-time employee employed before October 4, 2000, having more than two and one half (2½) consecutive years of service ceases to be employed by the Employer for reasons of resignation or retirement, there shall be paid to-them, or in the case of their death, to their designated beneficiary or Estate, an amount equal to half their accumulated sick leave credits as of October 4, 2000, computed on the salary rate effective October 4, 2000. Said payment not to exceed eighty (80) days salary.

c) At the full-time employee's written request, the payment of this allowance on resignation or retirement of employment, as provided herein shall be:

i) A lump sum payment at the time of resignation or retirement, or

ii) Held over either partially or entirely to the next taxation year following the resignation or retirement of employment.

ARTICLE 21 - LEAVE OF ABSENCE

21:01 - Leave of Absence for Union Functions

a) Leave of absence without pay will be granted, upon request, to employees elected to represent the local at Union functions. Such leaves shall not exceed a total of ten (10) days per year for any individual employee. It is agreed that no more than two (2) employees will be granted leave under this article. Where possible, applications for such leave must be received by the employer not less than one (1) week in advance of the date of commencement of the leave.

b) An employee shall receive the pay and benefits provided for in this agreement and accumulate seniority while on unpaid leave of absence for Union functions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

21:02 - Leave of Absence for Full-Time Union Duties

An employee who is selected for a full-time position with the Union shall be granted leave of absence without pay or welfare benefits but without loss of seniority for a period of up to one (1)

year.

21:03 - Bereavement Leave

- a) Any employee who notifies Marianhill as soon as possible following a death shall be entitled to a bereavement leave of absence without loss of pay or benefits for up to five (5) consecutive calendar days to be taken in case of death, (before, during or after) the funeral, internment, or similar service of a:
- Spouse
 - Common law spouse
 - Same sex spouse
 - Child, step-child
 - Parent

and three (3) consecutive calendar days to be taken in conjunction with (before, during or after) the funeral, internment, or similar service of a:

- Sibling
- Mother-in-law
- Father-in-law
- Grandparent
- Grandchild

If the death of any person above necessitates travel in excess of three hundred (300) kilometers (one-way), one (1) additional consecutive calendar day may be granted without loss of the employee's regular pay or benefits. The employee shall receive pay only for the days that were granted when they were scheduled to work following the death of a relative but do not work due to the bereavement leave. The employee is obliged to inform the employer of the spouse of record for purposes of this article.

- b) In the case of the death of an employee's brother-in-law or sister-in-law, one (1) day shall be granted on the day of the funeral.
- c) Where an employee's scheduled vacation is interrupted due to bereavement, the employee will be entitled to bereavement leave in accordance with the above provisions. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be charged to the employee's vacation credits.
- d) One (1) bereavement day can be held in order that the employee can attend an event to commemorate the death scheduled at a later date.

21:04 – Parental/Pregnancy Leave

Parental and pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child who intends to treat the child as their own.

An employee who is pregnant and who has been employed for at least thirteen (13) weeks, immediately preceding the expected date of birth shall be entitled, upon their written application, to a pregnancy leave of absence without pay for a maximum of seventeen (17) weeks from

employment. This leave can be immediately followed by thirty-five (35) weeks of parental leave of absence without pay unless the child has not yet come into the care and control for the first time.

An employee who has completed at least thirteen (13) weeks of continuous service and has not taken pregnancy leave above and who is the parent of a child is entitled to a parental leave of absence without pay for a maximum of thirty-seven (37) weeks following:

- a) The birth of a child; or:
- b) The coming of the child into the custody, care, and control of a parent for the first time.

The parental leave may begin no later than fifty-two (52) weeks after the day the child is born or comes into the employee's custody, care, and control for the first time.

The employee shall give written notification two (2) weeks prior to the commencement of the leave together with the expected date of return.

Credit for service for purposes of salary increments, vacation or sick leave shall continue to accrue during the period of pregnancy/parental leave. In addition, credit for seniority (maximum of fifty-two (52) weeks) for the purposes of promotion, demotion, transfer, or layoff shall continue to accrue for the duration of the leave. The employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for the duration of the leave.

For part-time employees, credit for seniority for purposes of promotion, demotion, transfer, or layoff shall continue to accrue for the duration of the leave on the basis of what the employee's normal regular hours of work would have been. The employer will continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable.

The employee's intention to return to work on the date originally provided to the Employer shall be reconfirmed by written notification at least two (2) weeks in advance thereof.

Subject to any changes to the employee's status, which would have occurred had the employee not been on pregnancy/parental leave, the employee shall be reinstated to their former position and at the same rate of pay.

SUPPLEMENTAL UNEMPLOYMENT INSURANCE (SUB)

An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy or parental benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit (SUB). That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings from Marianhill and the sum of their weekly Employment Insurance benefits and any other earnings. Effective October 4, 2022, such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by MARIANHILL of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall

be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of the employee's regular weekly earnings from Marianhill and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by Marianhill of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

There will be no retroactivity of this provision.

21:05 - Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority benefits to an employee who is summoned and or serves as a juror in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any legal procedures in which the Employer is a party to such proceedings, shall be considered as time worked with entitlement to the regular rate of pay. The above conditions will apply to part-time employees in the event that they are scheduled to work on the respective days.

21:06 - Authorized Leave of Absence - Unpaid - Short-Term/Long-Term

Written requests for any leave of absence without pay will be considered on an individual basis by the Employer. All requests for such leave are to be made as far in advance as possible.

a) Unpaid Short-Term Leave

Short-term leave will be defined as fewer than thirty (30) calendar days, which can be approved by the Department Head. During this time, all benefits (Article 24) will be maintained by the Employer.

b) Unpaid Long-Term Leave

In this instance, Department Heads do not have the authority to grant leave of absence. All such requests are to be made to the Chief Executive Officer or designate as far in advance as possible and they will determine how such leave will be granted. During the long-term unpaid

leave, all benefits (article 24) shall be maintained by the Employer. At their option, the employee on leave in excess of seventeen (17) weeks may carry the benefits in Article 24 by paying the full cost of such benefits. Employees are responsible for full payment of subsidized employee benefits for any leave of thirty (30) days or more in accordance with Article 1:02, sub-articles A to H, except for employees on a leave of absence provided under Articles 21:04, 20:08. Employees are not entitled to any credit for sick leave, paid holidays, annual vacation, seniority or credits for service for the purpose of entitlement to advancement on the salary grid, when on authorized long-term leave. The employee shall give the Employer at least two weeks notice of their intention to return to work from a leave of absence or long-term sick leave. On return from surgery or long term leave of absence due to illness or injury the employer may, at the discretion of the Health Nurse or on the request of the employee and in consultation with the Department Manager, the employee and Union, develop a work hardening schedule for the employee. This schedule is not expected to exceed two calendar weeks unless mutually extended in writing between the Union and the employer. Such work hardening schedule shall not be in violation of the Collective Agreement. The Union shall receive a copy of each work hardening schedule.

21.07 - Special Leave

A full-time employee shall have two (2) days of special leave credits with pay in one calendar year. These special leave credits may only be used for the following purposes: serious household or domestic emergency including illness in the immediate family of an employee and when no one at the employee's home, other than the employee can provide for the care of the family member. Such leave will not be unreasonably withheld. The employer may request proof of occurrence.

ARTICLE 22 - WAGES AND ALLOWANCES

22:01 - Pay Days

The Employer shall pay salaries and wages every second Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

22:02 - Uniform Allowance

Employees will not be required to wear nurse's uniforms or any other type of uniform.

22:03 - Allowance in Lieu of Benefits

Effective April 1st, 2019, a part-time employee shall receive fifteen percent (15%) of their regular straight time hourly rate in lieu of the benefits which are paid to the full-time employee.

ARTICLE 23 - JOB DESCRIPTIONS AND RECLASSIFICATION

23:01 –

a) The Employer shall provide the Union with copies of all existing job descriptions of positions

within the bargaining unit.

- b) In the event that a new or changed occupational classification is decided upon by the Employer as necessary to its operation, the wage rate shall be first determined and acted upon by the Employer. Thereafter, the Employer shall immediately notify the union by registered mail of the action taken. If no formal protest is lodged in writing to the Employer by the Union within one (1) month of the date of such notice, the new or changed occupational classification shall be deemed to have become a modification of Schedule "A" of this agreement. In the event a formal protest is made by the Union, the parties shall arrange for a meeting for the purpose of endeavouring to resolve any differences. If such differences between the parties are not resolved by such means within thirty (30) days, then the dispute may be submitted to arbitration in the same manner as a grievance. Such grievance shall be originated at Step 2 of the grievance procedure.

ARTICLE 24 - WELFARE BENEFITS

24:01 - Dental Plan

The Employer agrees to pay seventy-five percent (75%) of the premium of the Green Shield Dental Plan with riders 1 and 2 (previous year ODA rates as they may be amended from time to time and adults only one check-up per year), or of a plan providing equivalent benefits for full-time employees. As of April 26, 2018, the annual maximum for the current dental plan shall be two thousand dollars (\$2,000).

24:02 - Employer Contribution to Health Care Plan

Employer agrees to cover any shortfall between the \$9.00 script fee and what is actually charged by the pharmacy.

24:03 - Life Insurance

The Employer agrees to pay 100% premium for a group life insurance policy in an amount equal to two (2) times the annual salary to the nearest one-thousand dollars (\$1,000) for full-time employees.

24:04 - Pension Plan

Effective April 23, 2024, the following Article shall apply.

In this Article, the terms used shall have the meanings as described.

- a) "Plan" is defined as the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" is defined as all remuneration payable to an Eligible Employee, except severance or termination pay paid as a lump sum, employment insurance top ups and maternity or parental leave top ups, regardless of whether the Eligible Employee performed work during the period in question.

"Eligible Employee" is defined as all Employees in the bargaining unit who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

- b) Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to five percent (5%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five percent (5%) of Applicable Wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the Employee pays any missed employee contributions.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

The Employer shall contribute on behalf of all employees who would be Eligible Employees but for their age or their receipt of a pension from the Plan five percent (5%) of Applicable Wages to a fund of the employee's choice.

- c) The Employee and Employer contributions shall be remitted to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits. The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit of the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

- e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P 8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The following information shall be provided to the Administrator of the Plan in electronic format. For further specificity, the items required for each Eligible Employee by .05 above of the agreement are:

- i) To Be Provided Once Only At Plan Commencement
- (a) Date of Hire
 - (b) Date of Birth
 - (c) Date of First Contribution
 - (d) Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- ii) To Be Provided With Each Remittance
- (a) Name
 - (b) Social Insurance Number
 - (c) Monthly Remittance
 - (d) Pensionable Earnings

- (e) Year to Date Contributions
 - (f) Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) To Be Provided Initially And As Status Changes
 - (a) Full Address
 - (b) Termination Date Where Applicable (YY/MM/DD)
 - (c) Gender
 - (d) Marital Status
 - iv) To Be Provided Annually But No Later Than December 31
 - (a) Current Complete Address Listing
 - (b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits
- f) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time.

24:05 – Benefits for Retirees

The employer agrees to pay 50% of the above dental plan and health care plan for retirees between the ages of 55 and 65 years.

24:06 – Vision Plan

The employer will provide a Vision Care Plan paid 100% by the Employer covering employees and their family members for \$185.00 each and every 24 months. As of April 26, 2018 the vision care plan covering employees and their family members will be \$225 every 24 months. Eye exams will be covered under this plan providing the employee has not exhausted their reimbursement limit.

ARTICLE 25 - BULLETIN BOARDS

25:01 -

The Employer shall provide a bulletin board upon which the Union Executive or secretary will have the right to post notices of meetings or other matters of interest to employees. The Employer can require removal of anything considered objectionable.

ARTICLE 26 - HEALTH AND SAFETY

26:01 -

The Employer and the Union agree to a Joint Health and Safety Committee in accordance with the Occupational health and Safety Act of Ontario.

26.02 - Employee and Family Assistance Program

The Employer will provide an E.F.A. Program to/for employees at no cost to the employee(s). An independent in-house committee will have two (2) representatives of Local 4000-15.

26.03 - Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for residents and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- a) employee shall, subject to the following, be required to be vaccinated for influenza,
- b) if the full cost of such medication is not covered by some other source, Marianhill will pay the full cost or incremental cost for the vaccine and will endeavour to offer vaccinations during the employee's working hours. In addition, employees will be provided with information, including the risks and side effects, regarding the vaccine,
- c) Marianhill recognizes that employees have the right to refuse any required vaccinations,
- d) If an employee refuses to take the vaccine required under this provision, they may be placed on an unpaid leave of absence during any confirmed influenza outbreak at Marianhill until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole.
- e) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, the employee will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- f) If an employee gets sick as a result of the vaccination, provides appropriate documentation and applied for WSIB, Marianhill will not oppose the claim.
- g) The clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 27 - NO STRIKES OR LOCKOUTS

27:01 -

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of the Agreement there shall be no strike or stoppage of work either complete or partial, and the Employer agrees that there will be no lockout in accordance with provincial government laws (including the Hospital Labour Disputed Arbitration Act) and regulations.

ARTICLE 28 – CONTRACTING OUT

28:01 - Contracting Out

The Employer agrees not to contract out any work of the bargaining unit if such contracting out would reduce the hours of work or cause a layoff.

ARTICLE 29 – PERSONNEL FILES

29:01 - Personnel Files

Upon request, an employee shall be permitted to review their personnel file at mutually convenient time. This provision will be arranged in advance between the employee concerned and the Director of Care. The employee's written reply to any accusation or expression of dissatisfaction shall become a part of the record upon submission. An employee has the right to request copies of any document in their personnel file that they have not yet received.

ARTICLE 30 - CHANGES IN AGREEMENT

30:01 -

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this Agreement, in writing.

ARTICLE 31 - RETIREMENT

31:01 -

Employees who plan to retire must give notice, in writing, not less than sixty (60) days prior to their intended date of retirement.

ARTICLE 32 - TERM OF AGREEMENT

32:01 - Duration

This agreement shall be binding and remain in effect from April 1, 2022 until March 31, 2024 and shall continue from year to year thereafter unless either party gives the other party notice in writing within one hundred and twenty (120) days prior to March 31, 2024, that it desires termination or amendments.

Signed in Ottawa, Ontario, this day of May, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Linda M. Tracy

Director of Care

Robert J. ...

...

Dariusz Tomasz

...

...

...

...

...

...

:sp/cope
May 22, 2024

SCHEDULE A

	April 1, 2022 3.5%	April 1, 2023 3.5%
Step 1	\$41.51	\$42.96
Step 2	\$43.72	\$45.25
Step 3	\$45.92	\$47.53
Step 4	\$49.04	\$50.76

RETROACTIVITY

Increases to the salary schedule shall be retroactive to April 1, 2022. Where employees either have left or have entered the employ of the Employer between April 1, 2022 and the date of issuance of the award or the date of ratification they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity within 60 days of an interest arbitration award and/or receiving written notice of ratification.

All retroactivity will be itemized on the employee's regular pay stub.

All former employees shall be sent notice by the Employer at their last known address and will have 30 calendar days from the date the notice is sent to claim retroactive payments.

ANCILLARY DOCUMENT

between

MARIANHILL OF PEMBROKE

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 4000-15

The parties agree that except for errors, inadvertence, or omissions, the attached form incorporates the changes to the Agreement.

Signed in Ottawa, Ontario, this day of May, 2024.

FOR THE EMPLOYER:

[Signature]

[Signature]

FOR THE UNION:

[Signature]

[Signature]

[Signature]

:sp-cope491
May 22, 2024

Letter of Understanding

Between

Marianhill (the "Employer")

and

Canadian Union of Public Employees Local 4000-15 (the "Union")

(Collectively referred to as the "Parties")

Regarding: 12-Hour Rotations

The parties agree to implementation of 12-hour shifts being incorporated into the Master Rotation Schedule under the following conditions:

1. The parties acknowledge that notwithstanding Articles 16, 17, 18, 19, 20 and other Articles where a reference to a "shift" exists the parties agree that in addition to seven and one half (7.5) hour shifts, a shift shall also mean twelve (12) hour shifts (equivalent to 11.25 paid hours).
2. A six (6) month trial period will commence on a date to be determined by the parties.
3. One (1) month prior to the end of the trial, the parties shall conduct a vote by secret ballot of all affected employees. One hundred percent (100%) of the affected employees will need to vote in favour of the twelve (12) hour rotation in order to continue past the end date of the trial period.
4. Daily thresholds such as daily overtime for twelve (12) hour shifts is authorized work beyond their scheduled twelve (12) hour shift (equivalent to 11.25 paid hours) or in excess of the eighty-four (84) (equivalent to 78.25 paid hours) hours bi-weekly.
5. The parties agree that daily overtime thresholds are based on the scheduled shift originally posted.
6. Article 17.01 will be amended to include consideration of overtime for seven and a half (7.5) hour tours or 75 hours bi-weekly as well as twelve (12) hour tours (equivalent to 11.25 paid hours) over eighty-four (84) (equivalent to 78.25 paid hours) hours bi-weekly according to the normal hours of work for the shift.
7. The parties agree that all other premiums, wage adjustments, call-ins, call backs, etc. that form part of the collective agreement will continue in accordance with current language.

